



State of New Jersey

DEPARTMENT OF THE TREASURY

DIVISION OF PURCHASE AND PROPERTY

P. O. BOX 230

TRENTON, NEW JERSEY 08625-0230

JAMES E. MCGREEVEY
Governor

JOHN E. MCCORMAC, CPA
State Treasurer

ANTIFREEZE AND WINDSHIELD WASHER FLUID

T-0963

Bid # 04-X-36829

Date Issued: 05/04/04

Using Agency
State of New Jersey
Cooperative Purchasing Members

The Notice of Award (NOA)

1. Original request for proposal (RFP) specifications, as follows
2. Information inserted in the above (as provided in the bid proposal by the contractor.)
3. Vendor information sheet
3.10 Regions Served
4. Contract items by vendor
5. Contract items by price lines (in numerical order)

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Various State Agencies.
The purpose of this RFP is to solicit bid proposals for Antifreeze and Windshield Washer Fluid.

The intent of this RFP is to award a single contract for each price line item to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a repurchase of the Antifreeze and Windshield Washer Fluid term contract, presently due to expire on April 30, 2004. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is T-0963. The exact WWW address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.3 KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Sue Whetstone
State of New Jersey
Division of Purchase and Property
Purchase Bureau
PO Box 230
Trenton, New Jersey 08625-0230

E- Mail: Susan.Whetstone@treas.state.nj.us
Phone Number: 609-984-6266
Fax Number: 609-292-0490

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is two (2) weeks prior to the bid opening date. Addendum, if any, to this RFP will be posted to the Purchase Bureau website.
(See section 1.4.1)

1.3.2 MANDATORY SITE VISIT

N/A

1.3.3 MANDATORY PRE-BID CONFERENCE

N/A

1.3.4 OPTIONAL PRE-BID CONFERENCE

N/A

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum. Addendum, if any, to this RFP will be posted to the Purchase Bureau website. It is the vendor's responsibility to check the website regularly between the time the RFP is issued to the bid opening date for any Addenda. The website is:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the Using Agencies, as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agencies - The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

OEMs - Original Equipment Manufacturers (vehicle or engine manufacturers), including European and Asian Manufacturers

Antifreeze - Coolant, Ethylene Glycol type (for the purpose of this RFP), conventional or extended life coolant, used in liquid-cooled internal combustion gasoline, diesel or natural gas engine. Antifreeze, coolant, antifreeze/coolant and coolant/antifreeze are interchangeably used throughout this RFP, which mean antifreeze as defined herein.

Antifreeze Concentrate - Antifreeze yet to be diluted with de-ionized water in 50/50 proportion prior to its use in a cooling system, 50% antifreeze concentrate and 50% de-ionized water by volume (for the purpose of this RFP).

Pre-mixed Antifreeze - Ready to use antifreeze, prepared by diluting 50% antifreeze concentrate with 50% de-ionized water by volume (for the purpose of this RFP).

Long-life Antifreeze - Extended life coolant ("ELC"), which meets Caterpillar EC-1 and latest applicable SAE and ASTM specifications as specified herein (for the purpose of this RFP).

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 SCOPE OF WORK

This RFP is designed for conventional ("permanent") concentrated (both virgin and re-refined stock) and long-life concentrated and 50/50 pre-mixed (ready to use) Ethylene Glycol antifreeze/coolant and long-life antifreeze extender, suitable for use in the cooling system of liquid cooled internal combustion gasoline, natural gas and diesel engines of automobiles, trucks and other heavy duty vehicles, and concentrated and pre-mixed Methyl Alcohol windshield washer fluid. As specified on each price line (see price sheets attached at the end of this RFP), these products must be packed and delivered in 55-gallon drum, 1-gallon container or six 1-gallon containers in a case.

3.2 ANTIFREEZE SPECIFICATIONS

All products shall comply fully with the latest applicable Federal Specification #0-A-548D as amended, SAE J814, J1034 and J1941 standards and ASTM D4656 (50/50 pre-mixed) and D3306 (both for automotive applications) and ASTM D5345 (50/50 pre-mixed) and D4985 (both for heavy duty low silicate antifreeze).

Only products meeting OEMs' recommendations and warranty requirements are acceptable. Products provided must meet the latest applicable Industry requirements, including the following as amended.

General Motors GM 1825M or 1899M.
Ford ESE M97 B44A
Chrysler MS 7170
Cummins/Fleetguard low silicate 85T8-2

Conventional antifreeze concentrate, both virgin and re-refined, is to be packed in a 55-gallon drum or in a case with six 1-gallon containers.

The bidder must provide complete and detailed technical specifications, data sheets and sales brochure on the products bid, to document compliance with the RFP requirements, specifically ASTM standards.

3.3 EXTENDED LIFE COOLANT AND EXTENDER SPECIFICATIONS

In addition to the requirements specified in 3.2 of this RFP, the long-life antifreeze and long-life antifreeze extender shall meet the following requirements.

Long life antifreeze shall be single phase, Ethylene Glycol type heavy-duty antifreeze. In a 50/50 mixture of coolant and de-ionized water, by volume, it is to be capable of remaining in 95% of original concentration within 300,000 miles of on-road use in heavy-duty diesel engines without any addition of supplemental coolant additives. After 300,000 on-road miles and a single application of extended life coolant extender, it shall provide another 300,000 on-road miles. With a single application of extended life coolant extender, without any use of supplemental coolant additives, the extended life coolant shall provide 600,000 miles of on-road use between coolant changes, equivalent to six years or 12,000 hours of off-road use.

The following characteristics shall apply, based on a 50/50 mixture by volume:

Freeze Protection: -34 degrees Fahrenheit (-37 degrees Celsius)

Boil-Over Protection: 265 degrees Fahrenheit (129 degrees Celsius)

Corrosion Inhibitor: Carboxylate, organic additive, capable of operating in aluminum, solder, cast iron, steel, brass and copper radiators, and operating in diesel engines with wet sleeves.

Extended life coolant and extended life coolant extender shall meet Caterpillar EC-1 specifications, and shall be free of nitrates, silicates, phosphates, borates and amines. The

extended life coolant shall be Caterpillar, Detroit Diesel, Texaco or Shell Rotella extended life coolant ("ELC") or approved equal. The extended life coolant extender shall be compatible with ELC or EC-1 compliant coolant.

Failure to meet Caterpillar EC-1 specifications shall disqualify the bid proposal as materially non-responsive for long-life coolant. Long-life Antifreeze extender is to meet the same requirements as set forth above and is to be added only to long-life antifreeze solution at half the life. It is to extend the life of the original extended life coolant by 300,000 on-road miles.

Extended life coolant shall be virgin stock and packed and delivered in 55-gallon drum or a case with six 1-gallon containers. Extended life coolant extender shall be virgin stock and delivered in 1-gallon container. Both ELC and its extender are to have a shelf life of about eight (8) years.

The bidder must provide complete and detailed technical specifications, data sheets and sales brochure on the products bid, to document compliance with the RFP requirements, specifically Caterpillar EC-1 specifications.

3.4 WINDSHIELD WASHER FLUID SPECIFICATIONS

All products must meet the latest applicable federal specifications and standards, OSHA requirements, including labeling provisions, and OEM recommendations.

The bidder must provide product brochure and technical specifications to document compliance with the RFP requirements.

3.4.1 WINDSHIELD WASHER CONCENTRATE

Specifications: 99.85% Methyl Alcohol

Physical Data:

Boiling Point: 148 degrees Fahrenheit (64 degrees Celsius)

Freezing Point: -144 degrees Fahrenheit (-98 degrees Celsius)

Specific Gravity: 0.792

Appearance: dark blue liquid

Packaging: 55-gallon drum

3.4.2 WINDSHIELD WASHER PRE-MIX

Specification: 36-38 % Methyl Alcohol, Balance Water

Physical Data:

Boiling Point: 148 - 212 degrees Fahrenheit (64 - 100 degrees Celsius)

Freezing Point: -20 degrees Fahrenheit (-29 degrees Celsius)

Specific Gravity: 0.9

Appearance: clear blue liquid

Packaging: 55-gallon drum or 1-gallon container

3.5 LABELING PROVISIONS

The bidders are requested to refer to Section 1.5 of the Standard Terms and Conditions (Appendix 1) for requirements concerning labeling.

In addition, bidders shall provide chemical identification labeling for both hazardous and non-hazardous materials on containers and packaging to meet provision of New Jersey statutes annotated (NJSA

34:5 A-1 worker and community right to know act) and the New Jersey Administrative Code Title 8, Chapter 59 (N.J.A.C 8:59). The label will include the chemical name and chemical abstract service number (CAS) of the five most predominant and all hazardous substances ingredients. Hazardous substances are those chemicals found on the New Jersey Right to Know Hazardous Substance List.

3.6 PACKAGING

All containers and packaging shall meet the requirements of the latest Federal Standard #123-E as amended, including the following:

"One gallon polyethylene plastic bottles packed six units to a case shall be separated by interlocking partitions fabricated from fiberboard having 275 PSI minimum bursting strength."

3.7 MATERIAL SAFETY DATA SHEETS (MSDS)

As a condition of award, contractors must provide MSDS for each product supplied to each Using Agency. Bidders must meet the requirement specified in 4.4.2.1 of this RFP.

3.8 DELIVERY CONDITIONS

3.8.1 GENERAL INFORMATION

All drums, cases or containers showing evidence of leakage after delivery are to be replaced at no charge within 24 hours of report by Using Agency. If leakage is discovered upon delivery, Using Agency has the right to refuse delivery. In the event a gallon container is leaking, the entire case will be refused.

The State will not pay any deposit for drums or any other packaging delivered. The State will dispose of drums or have the contractor pick-up empty drums, whichever is to the benefit of the State.

The price bid is to include all labeling, MSDS requirement, testing, delivery, container and packaging costs.

Deliveries are to be made between 8:00 AM and 3:00 PM Monday through Friday on regular State business days, with no exceptions.

Normal deliveries must be made within five working days, or within 24 hours on an emergency basis.

An itemized packing list is to accompany all shipments.

To prevent injury to employees and damage to drums, the contractor is to deliver all 55-gallon drums with vehicles equipped with a powered liftgate. Deliveries made without such equipment will be refused at no additional cost for re-delivery. For drum deliveries to the Department of Transportation, see 3.8.3 of this RFP.

3.8.2 CENTRAL MOTOR POOL (CMP)

The CMP will require deliveries to the following locations.

Trenton & Lawrenceville (Mercer County)
Clinton (Hunterdon County)
Woodbridge (Middlesex County)
New Lisbon (Burlington County)
Hammonton (Atlantic County)
Delmont (Cumberland County)
Newark (Essex County)
Lodi (Bergen)

3.8.3 DEPARTMENT OF TRANSPORTATION (DOT)

The contractor is to deliver 55-gallon drums to all DOT locations on pallets, banded and accessible to a ground mounted forklift (tailgate loaded or flat bed). DOT also requires 24-hour notice in advance of the delivery by contacting the receiving garage.

The DOT will require deliveries to the locations listed below.

Netcong Garage
Route 183
South of Netcong, NJ
(Morris County)

Bedminster Garage
Route 206
Pluckemin, NJ
(Somerset County)

Lafayette Garage
Route 94
Mile Northeast of Route 15

Lafayette, NJ
(Sussex County)

Lodi Garage
Gregg Street
One Block off route 17 Southbound
Lodi, NJ
(Bergen County)

Newark Garage
Routes 1 and 9
Newark, NJ
(Essex County)

Woodbridge Garage
90 Crows Mill Road
Keasbey, NJ
(Middlesex County)

Freehold Garage
Route 79
North of Route 9
Freehold, NJ
(Monmouth County)

Lakewood Garage
Route 9 and Honey Locust Drive
Lakewood, NJ
(Ocean County)

Mays Landing Garage
Route 50
Locust Street
Mays Landing, NJ
(Atlantic County)

Cherry Hill Garage
Intersection of Route 70 & NJ Turnpike
Cherry Hill, NJ
(Camden County)

Vineland Garage
Delsea Drive & Elmer Road
Vineland, NJ
(Cumberland County)

Fernwood Garage

999 Parkway Ave.
Trenton, NJ
(Mercer County)

3.8.4 DIVISION OF STATE POLICE

The Division of State Police will require deliveries to the locations listed below.

Allenwood Garage
2101 Allenwood Road
Wall, NJ 07540
(Monmouth County)

Bedminster Garage
Route 206
Bedminster, NJ 07921
(Somerset County)

Bridgeton Garage
Highway 77 & Landis Road
Bridgeton, NJ 08302
(Cumberland County)

Hamilton Twp. Garage
1400 Negron Drive
Hamilton Twp. NJ 08619
(Mercer County)

Hammonton Garage
Route 30
Hammonton, NJ 08037
(Atlantic County)

Sussex Garage
Route 206
Augusta, NJ 07822
(Sussex County)

Totowa Garage
250 Minisink Road
Totowa, NJ 07512
(Passaic County)

West Trenton Garage
Route 29, River Road

West Trenton, NJ 08628
(Mercer County)

3.9 ESTIMATED ANNUAL QUANTITIES

The following quantities of antifreeze and windshield washer fluid (listed by Using Agency) comprise a major part of the contract utilization.

3.9.1 ANTIFREEZE

A. Central Motor Pool:

1,500 1-gallon containers
80 drums

B. Department of Transportation

75 drums

C. Division of State Police

35 drums

3.9.2 WINDSHIELD WASHER FLUID

A. Central Motor Pool

400 1-gallon Containers
60 drums Concentrate

B. Division of State Police

75 drums pre-mix

C. Department of Transportation

600 1-gallon containers pre-mix
60 drums pre-mix

3.10 REGIONS TO BE SERVED

The bidder may bid for one or more of the regions below or the Entire State. The bidder must agree to service all of the counties within the region or regions bid.

The bidder is to place a check next to the region or regions bid for.

North Region: Bergen, Essex, Hudson, Morris, Passaic, Somerset, Sussex, Union and Warren counties.

Central Region: Burlington, Hunterdon, Mercer, Middlesex and Monmouth counties.

South Region: Atlantic, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem counties.

Entire State: All the above 21 counties.

R P M Auto Parts - Central Region Only
Total Lubrication Services - Statewide
Troil Enterprises LLC - Statewide

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its RFP. The bidder is advised to thoroughly read and follow all instructions.

The third page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the third page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the third page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the RFP.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the RFP.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a RFP must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of RFP's. State regulation mandates that late RFPs are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL** bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete and exact copy** of the original. The copy requested is necessary in the evaluation of the bid proposal. Bidders failing to provide the copy will be charged the cost incurred by the State in producing the copy. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The RFP should be submitted as follows:

- Section 1 - Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
	4.4.1.1	Ownership Disclosure Form (Attachment 1)
	4.4.1.2	MacBride Principles Certification (Attachment 2)
	4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
	Appendix 1 - 1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the RFP. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 SET-ASIDE CONTRACT

This is a Set-Aside Contract for **Category 1, 2 & 3 Small Businesses**. The bidder should provide, with its RFP, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the RFP is received and opened.

*******IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT CONTRACTOR AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE RE-REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW SMALL BUSINESS**

PROGRAM AS CATEGORY 1, 2 OR 3 SMALL BUSINESS TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.*****

4.4.1.5 BID BOND

N/A

4.4.2 SUBMITTALS

N/A

4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

The bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP with its bid proposal. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers (CAS) for those substances listing any potentially hazardous products, which may produce gas during or following application. Failure to supply this information will result in rejection of the RFP for that particular product(s).

4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

Information provided by the contractor is on file, which will be made available upon request.

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

The bidder must provide a list of contracts, if any, it has been terminated from during the last three years along with the reason for termination. The bidder is to list name of contact person and phone number of the firm which terminated its contract.

None

4.4.2.5 SAMPLES/SAMPLE TESTING

Upon request, the bidders must furnish for testing at a State laboratory a sample of the antifreeze or windshield washer fluid it is bidding. The amount required for testing will be three one-gallon plastic containers. Bidders will have five working days to furnish the sample required after written or verbal notification from the State. Failure to comply will result in the bid proposal being considered non-responsive and therefore, will not be considered for an award.

In addition, the State reserves the right to require the contractor to supply additional quantities for testing at any time during the term of the contract. All bid samples are non-returnable and are to be supplied at no charge to the State.

Samples submitted for evaluation must be labeled and accompany MSDS in accordance in with the provisions of the RFP. An exact facsimile of the label is acceptable in meeting this requirement.

The shipping carton is to be marked with the bidder's name, bid number and bid opening date.

All testing samples are to be sent to:

State of New Jersey
Purchase Bureau Distribution Center
Quality Assurance Laboratory
1620 Stuyvesant Ave.
Trenton, NJ 08628
Attn: Kevin Ryan

Samples are to be delivered between 8:00 AM and 3:00 PM Monday through Friday on regular State business days.

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

If required by the State, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference, if required by the State.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheets attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING

4.4.4.1 The bidder must provide a fixed unit price on each price line. The bidder may bid on one or more of a total of ten (10) price lines.

4.4.4.2 The bidder must provide the manufacturer and brand name of the antifreeze or windshield washer fluid on each price line bid. The bidder must provide product brochure and detailed technical specifications to document compliance with the RFP requirements. Failure to indicate this information may result in the rejection of the bid proposal.

4.4.4.3 Unit price bid shall be for the unit specified on the price line (in "UNIT" column). For example, on price line 1, the bidder must provide price bid for a case (six 1-gallon containers) in "UNIT PRICE" column, and not the price of 1-gallon container.

4.4.4.4. No entry is to be made in the last column ("DO NOT USE" column).

4.4.4.5 Each price line is individually grouped , to establish a single award for each price line item.

4.4.4.6 Vendors are encouraged to review the current contract prices and specifications, prior to bidding, published at the Purchase Bureau website (See 1.2 of the RFP).

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's RFP and the Division's Notice of Acceptance.

Unless specifically stated otherwise within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions of the RFP. [APPENDIX 1.](#)

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's RFP, the RFP and/or the Addendum shall govern.

5.2 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1.](#)

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract.**

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.6 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 ITEMS ORDERED AND DELIVERED

The **Using Agencies** are authorized to order and **the contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agencies reveal that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items, which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.9 RESERVED

5.10 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative

code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.11

All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12

All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.13

All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.14 PERFORMANCE BOND

N/A

5.15 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a quarterly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 BID EVALUATION CRITERIA

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Unit price bid for each price line item.

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including, if applicable, the Division's vendor performance database.

6.1.4 Delivery period bid.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of RFP's, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's RFP.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its RFP. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its RFP.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its RFP. Original RFP's submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other RFP's are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its RFP. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a RFP. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 CONTRACT AWARD

A single award shall be made for each price line item with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. Any or all RFP's may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.